



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 20, 2005

IN REPLY PLEASE

REFER TO FILE: **PD-6**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FLOOD CONTROL MAINTENANCE
CITY OF LONG BEACH-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Notice of Exemption for the City of Long Beach-County of Los Angeles Cooperative Agreement for Flood Control Maintenance for the removal of debris deposited on City of Long Beach beaches and marinas generated from storm flows in the Los Angeles River, filed with the County Clerk by the City of Long Beach on September 30, 2004; concur that this project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chair of the Board to sign the enclosed Agreement between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles Flood Control District, providing for the County to reimburse the City of Long Beach, up to a maximum of \$500,000 annually for the next two fiscal years, for the costs of removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River. Funding is available in the current Flood Control District Fund budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 11, 2002, Synopsis No. 54, your Board approved Amendment No. 4 to Agreement No. 61535 between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District, providing for County financing of the maintenance of outlets and removal of debris from City beaches and marinas, aquatic habitats, and other recreational areas up to a maximum of \$500,000 annually. The maintenance activities include the cleanup of debris and vegetation that is conveyed by flood control facilities onto City beaches and into City marinas. The terms of the Agreement expired on June 30, 2004.

We have been working with Nautilus Marine Protection, Incorporated, in developing a long-term solution to solving the debris problem in the Los Angeles River. A trash collection device was installed to reduce the deposition of storm-laden trash, vegetation, and other floating debris emanating from the Los Angeles River. However, we will need additional time to determine the effectiveness of the trash collection device to reduce the amount of debris deposited on City beaches and marinas during a major storm event, which has not yet occurred until this season since the installation of the device.

In addition, the County and cities are obligated by the Trash Total Maximum Daily Load requirement for the Los Angeles River to reduce trash entering the river to zero. Public Works continues to implement an aggressive program to prevent trash from entering our drainage systems and to collect and remove trash that does enter these systems from the unincorporated areas of the County. We are moving forward with plans to implement policies and to develop new and innovative means to comply with the Los Angeles River Trash Total Maximum Daily Load requirements to reduce trash in the Los Angeles River by 10 percent per year.

In light of this, Public Works is recommending that your Board approve the enclosed Agreement to continue the short-term maintenance responsibilities for the next two fiscal years while we develop the required data that will show the resulted reduction in the amount of trash in the Los Angeles River. The Agreement will terminate on June 30, 2006.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides the City with additional funds for the cleanup of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River, which will improve the quality of life of the County's residents.

FISCAL IMPACT/FINANCING

The maximum annual contribution, per this Agreement, for the City of Long Beach's cleanup activities is \$500,000. Sufficient funds for the County's financial commitment are available in the Flood Control District Fund budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been approved as to form by County Counsel and the City of Long Beach.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Long Beach is the lead agency for this project.

The Notice of Exemption for the City of Long Beach-County of Los Angeles Agreement for Flood Control Maintenance project was prepared by the City of Long Beach and filed with the County Clerk on September 30, 2004. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

The Honorable Board of Supervisors
January 20, 2005
Page 4

CONCLUSION

Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

MER:cr

C050909

P:\pdpub\Temp\City Services\Cities-Uninc Areas\Gateway Cities\Lbc\FLOOD MAINT AGMT 04 BOARD LETTER.doc

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY":

W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with Agreement No. 49080, approved on December 26, 1984, between the COUNTY and the Los Angeles County Flood Control District; and

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 61535, dated August 29, 1995, for the COUNTY to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year for the maintenance of County-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, Agreement No. 61535 expired June 30, 2004; and

WHEREAS, COUNTY installed a trash collection device in the Los Angeles River to reduce deposition of storm-laden trash, vegetation, and other floating, urban debris emanating from the river onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, additional time is required to determine the effectiveness of the trash collection device to reduce the amount of debris deposited on CITY beaches and marinas during a major storm event, which has not yet occurred since the installation of the device; and

WHEREAS, the Trash Total Maximum Daily Load requirements for the Los Angeles River require local agencies to reduce trash entering the Los Angeles River to zero; and

WHEREAS, COUNTY is implementing policies and developing new and innovative means to prevent trash from entering our drainage systems and to collect and remove trash that does enter these systems from the unincorporated areas of the COUNTY; and

WHEREAS, COUNTY is moving forward with plans to comply with the Los Angeles River Trash Total Maximum Daily Load requirements to reduce trash in the Los Angeles River by ten percent (10%) per year; and

WHEREAS, additional time is needed for the COUNTY to develop the required data that will show the resulted reduction in the amount of trash in the Los Angeles River; and

WHEREAS, COUNTY is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas, generated from storm flows in the Los Angeles River.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

1. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year to assist in the cost of cleaning debris deposited on CITY beaches and marinas, generated from storm flows in the Los Angeles River.
2. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to reimburse CITY for work performed in accordance with the above paragraph 1.
3. To implement new policies and develop new and innovative means to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems from the unincorporated areas of the COUNTY to comply with the Los Angeles River Trash Total Maximum Daily Load requirements of a ten percent (10%) reduction per year in the amount of trash entering the river for the next five (5) years.
4. To develop data collection methods and reporting criteria to quantify COUNTY'S efforts specified in paragraph 3 above.
5. To provide CITY with a copy of the information stipulated in paragraphs 3 and 4 above.

(2) CITY AGREES:

1. To submit to COUNTY quarterly invoices for work performed and eligible for reimbursement under the terms of this AGREEMENT.
2. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, will notify COUNTY of those costs that are eligible for reimbursement, and will refund the amount received from any agency to COUNTY within thirty (30) days after receipt of any such reimbursement received, not to exceed the amount paid to CITY by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. This AGREEMENT may be amended, modified, and cancelled by COUNTY or CITY by providing a written, one hundred twenty (120)-day notice to the other party. In the event of such cancellation notice, any work currently being performed or pending reimbursement shall not be affected by such cancellation but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
2. COUNTY shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY costs are eligible for reimbursement from any Federal, State, or local agency.
3. This AGREEMENT shall terminate on June 30, 2006.
4. CITY and COUNTY will review the data referred to in Section 1, paragraph 4 of this AGREEMENT, and agree on the percentage amount of trash reduction from the unincorporated COUNTY areas in the Los Angeles River as a result of COUNTY'S compliance with the Los Angeles River Trash Total Maximum Daily Load requirements.
5. CITY shall not, under any circumstances, allow or direct work crews to enter or modify COUNTY storm drain systems.
6. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Phil T. Hester, Director
Department of Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815

COUNTY:

Mr. Donald L. Wolfe
Interim Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

7. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury

[illegible]

8. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on November 9, 2004, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By 
Deputy

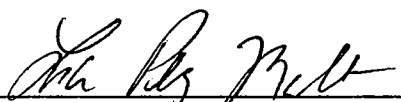
CITY OF LONG BEACH

By 
City Manager

ATTEST:

By 
City Clerk

APPROVED AS TO FORM:

BY  11/16/04
Deputy City Attorney